



Verizon Wireless
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

November 14, 2003

IMMEDIATE ATTENTION REQUESTED

Leaf River Telephone Co.

102 W 2nd Street

Leaf River, IL 61047

Re: Local Number Portability

Dear K Barney:

The FCC has recently reiterated the pre-existing deadlines for local number porting for wireless and wireline carriers operating outside the Top 100 MSAs, effective May 24, 2004. Verizon Wireless Cellco Partnership d/b/a Verizon Wireless would like to begin to complete a Service Level Agreement (SLA) to ensure a smooth transition to number portability by establishing procedures to govern the exchange of information during the porting process. Specifically, an SLA would serve several purposes: memorialize the intercarrier communications processes that the two carriers intend to follow, capture appropriate porting center and trouble contacts, and contain the parties' agreement to successfully facilitate porting customers. If you have not already received a copy of our SLA, you can obtain one by contacting Sharon Canas at 925-279-6122 or email Sharon.Canas@VerizonWireless.com.

If negotiating an SLA is not possible in the next few weeks before the LNP deadline, Verizon Wireless's immediate concern is in obtaining, at minimum, a Trading Partner Profile (TPP). The TPP would provide basic factual information necessary to accomplish portability and would include those entities covered by the profile and any back-office or porting center contacts. Verizon Wireless plans to integrate this information into its information systems and also provide it to personnel staffing our porting center. Whether or not an SLA is ultimately executed, sharing this type of factual information is necessary to facilitate porting as well as fallout resolution. In this regard, we have enclosed a copy of the TPP with appropriate contact information.

Please include a response to this request along with a point of contact for provision of TPP information and/or SLA discussions in a letter or email addressed to the undersigned. Thank you for your immediate attention and cooperation.

WIRE, CABLE & HARDWARE FOR INTEGRATED VOICE-DATA-POWER

A handwritten signature in cursive script, appearing to read "Linda Godfrey".

Linda Godfrey

Member of Technical Staff

Interconnection Numbering and Mandates

Headquarters Network Operations Staff

Enclosure

Handwritten notes in cursive script, including the names "Linda" and "Mike P", and a date "11/17/03".

WIRELINE TRADING PARTNER PROFILE

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Part A
Trading Partner Profile

For Verizon Wireless:

Company Name – Verizon Wireless (Verizon Wireless Affiliates are identified in Part E hereto)
Administrative OCN – G056

**OCN LIST FOR VERIZON
WIRELESS**

STATE	OCN	STATE	OCN
AL	6804	MT	6564
AR	6805	NE	5807
AZ	6572	NC	6324
CA	6006	ND	6568
CO	6567	NH	6386
CT	6388	NV	6458
DC	6402	NJ	6391
DE	6393	NY	6959
FL	6502	NM	6573
GA	6540	OH	6025
HI	6516	OK	5813
IA	6570	OR	6523
ID	6565	PA	6392
IL	6333	RI	6389
IN	6725	SC	6398
KS	6532	SD	6569
KY	6500	TN	6673
LA	6505	TX	6506
ME	6386	UT	6571
MA	6387	VA	6827
MD	6395	VT	6390
MS	6396	WV	6394
MO	5814	WA	6246
MN	5816	WI	6508
MI	6003	WY	6566

Verizon Wireless Service Order Activation System SPID – 6006
 Verizon Wireless Local Service Management System SPID – 0572, 6827

Address – Port Center
 300 River Rock Blvd.
 Murfreesboro, TN 37128
 Country – USA

For Wireline Carrier B:

Company Name – [Wireline Carrier B to provide list of Affiliates on Part E]

[Wireline Carrier B to insert OCNs with associated state here and to complete items on the table below]

Address – [insert address]
 [insert address]
 Country – USA

C O N T A C T	Item	Verizon Wireless	Wireline Carrier B
	Effective Date		
	Note: The above contact is also assumed to be the first point of contact for profile changes.		
	Contact name for Wireline Carriers	Verizon Wireless Port Center	
	Contact description	Port Center – General Information	
	Phone number	1-800-488-2002 (not available until 11/24/03)	

O P E R A T I O N S	Item	Verizon Wireless	Wireline Carrier B
	... Common information for testing and production environments ...		
	Administrative OCN	G056	
	Administrative Authorized Exchange Carrier Name (if applicable)	EBAW	
	Holiday Days (List Days)	N/A	
	Holiday time begin (hh:mm)	N/A	
	Holiday time end (hh:mm)	N/A	
... for Testing ...			

	Service Provider SOA ID (SPID)	6006	
	LSMS SPID	0572, 6827	
	WPR / LSR Version ID	Preference to latest industry-supported version. WPR is for WLS-WLN porting, LSR is for WLN-WLS.	
	WPRR / FOC Version ID	Preference to latest industry-supported version.	
	Time Zone (PST, MST, CST, EST)	Coordinated per Time Zone, per contact information in Part B.	
	Business days (Sun, Mon, etc.)	Testing to be coordinated per contact information in Part B	
	Business day begin (hh:mm)	Testing to be coordinated per contact information in Part B	
	Business day end (hh:mm)	Testing to be coordinated per contact information in Part B	
	... for Production ...		
	Service Provider SOA ID (Verizon Wireless SPID)	6006	
	LSMS SPID	0572, 6827	
	WPR / LSR Version ID	LSOG (most current version) WPR is for WLS-WLN porting, LSR is for WLN-WLS.	
	WPRR / FOC Version ID	LSOG (most current version)	
	Time Zone (PST, MST, CST, EST)	24x7x365	
	Business days (Sun, Mon, etc.)	24x7x365	
	Business day begin (hh:mm)		
	Business day end (hh:mm)		

C O R B A	Item	Verizon Wireless	Wireline Carrier B
	... for Testing ...		
	Porting Method: Primary, Secondary, N/A	Current, Test Env = Telcordia SMG 4.2.0.50 (WICIS 2.x)	
	ICP Package/Application ("send to")	SMG 4.2: 205.174.188.227	
	ICP Physical Server ("receive from")	SMG 4.2: 205.174.188.229	
	Failover ICP Server	SMG 4.2: 205.174.188.228	
	SOA Application	SMG 4.2: 205.174.188.226	

SOA Server	SMG 4.2: 205.174.188.229	
Failover SOA Server	SMG 4.2: 205.174.188.229	
Application Port Information	Test Env 2 = 26233	
Naming Service / IOR	Static IP (or N/A)	
DLCI (Frame Relay usage)	N/A	
LDAP Provider	N/A	
Security Requirements	N/A	
Firewall Requirements	Allow TCP and UDP traffic	
SSL Requirements	N/A	
Proprietary Requirements	N/A	
Service IDL version	N/A	
Implementation OMG standard compliant?	Yes	
... for Testing OMG CORBA Standards Supported ...		
Verizon Wireless		Wireline Carrier B
Vendor	Borland	Vendor
Verizon Wireless Product Name/Version	CORBA	Wireline Product Name/Version
OMG CORBA Version	Corba IDL 2.1	OMG CORBA Version
IIOP Version		
... for Production ...		
Porting Method: Primary, Secondary, N/A	Current Production = SMG 4.2	
ICP Package/Application ("send to")	SMG 4.2: 205.140.9.27 205.140.9.29	
ICP Physical Server ("receive from")	SMG 4.2: 205.140.9.17 205.140.9.19	
Failover ICP Server	SMG 4.2: 205.140.9.16 205.140.9.18	
SOA Application	SMG 4.2: 205.140.9.26 205.140.9.28	
SOA Server	SMG 4.2: 205.140.9.16 205.140.9.18	
Failover SOA Server	SMG 4.2: 205.140.9.17 205.140.9.19	
Application Port Information	26232 (setup as "2" + SPID)	
Naming Service / IOR	Static IP (or N/A)	
DLCI (Frame Relay usage)	N/A	
LDAP Provider	N/A	
Security Requirements	N/A	
Security Requirements	N/A	

	Firewall Requirements	Allow TCP and UDP traffic	
	SSL Requirements	N/A	
	Proprietary Requirements	N/A	
	Service IDL version	N/A	
	Implementation OMG standard compliant?	Yes	
	... for Production OMG CORBA Standards Supported ...		
	Verizon Wireless		Wireline Carrier B
	Vendor	Borland	Vendor
	Verizon Wireless Product Name/Version	CORBA	Wireline Product Name/Version
	OMG CORBA Version	Corba IDL 2.1	OMG CORBA Version

F A X	Item	Verizon Wireless	Wireline Carrier B
	... for Testing ...		
	Porting Method: Primary, Secondary, Low Tech Interface, LTI		
	Fax number (machine printed forms)	1-813-209-5983	
	Fax number (hand printed forms)	1-813-209-5982	
	... for Production ...		
	Porting Method: Primary, Secondary, N/A		
	FAX number (machine printed forms)	1-813-739-6201	
	FAX (hand printed forms)	1-813-739-6202	
	NOTE: When responding to one of our port request, please respond to the "Return Fax Number" located on the port request.		

E D I	Item	Verizon Wireless	Wireline Carrier B
	... for Testing ...		
	Porting Method: Primary, Secondary, Low Tech Interface (LTI)		
	Specific EDI Requirements	N/A	
	... for Production ...		
	Porting Method: Primary, Secondary, N/A		
	Specific EDI Requirements	N/A	

O T H E R	Item	Verizon Wireless	Wireline Carrier B
	... for Testing ...		
	Porting Method: Primary, Secondary, N/A		
	Other Communication Requirements		
	... for Production ...		
	Porting Method: Primary, Secondary, N/A		
	Other Communication Requirements		

The carriers agree that information contained in this Part A is operational in nature and subject to change.

The carriers agree to make every effort to give the other carrier thirty (30) days' notice of any changes to its information pursuant to the General Contact Information set forth in Part A.

The carriers' contact information contained in this Trading Partner Profile is for the sole purpose of carrier-to-carrier communication and not for distribution to customers and/or end users.

Part B – General Contact Information and Trouble Reporting Contact Information

For Verizon Wireless:

General Contact Information

Wireless-Wireline Porting:

Verizon Wireless Porting Center

Hours of Operation: 24 x 7 x 365 (open all holiday's, no exceptions)
Address: 300 River Rock Blvd.
Murfreesboro, TN 37128
Phone: 1-800-488-2002

Porting Center Carrier Relations

Contact: Associate Director of Inter-Carrier Relations
Phone: 1-800-711-9300
Fax: 1-615-372-2411
Hours: 8:00am to 5:00pm (Central Time)
E-mail: PortCenterICR@GL.VerizonWireless.com

Pre-Launch (Pre-11/24/03) Inter-Carrier Test Scheduling

Contact: Wireline Inter-Carrier Test Coordinator
Phone: 1-248-915-3430
Fax: 1-248-915-3799
E-mail: Marie.Moore@VerizonWireless.com

Post-Launch (Post-11/24/03) Inter-Carrier Test Scheduling

Contact: Inter-Carrier Relations
Phone: 1-800-711-9300
Fax: 1-615-372-2411
E-mail: PortCenterICR@GL.VerizonWireless.com

Trouble Reporting Contact Information

Process: The Verizon Wireless Porting Center is the initial interface for all trouble resolution activity associated with porting numbers. The Porting Center will refer issues to the appropriate internal Network or provisioning group for resolution within Verizon Wireless.

Trouble Area:

ICP/General Trouble Reporting

Phone: 1-800-711-9300
Fax: 1-615-372-2425
E-mail: VZWLNPGeneral@GL.VerizonWireless.com

Disaster Recovery

Contact: Porting Center Resource Manager
Phone: 1-800-711-9300
Fax: 1-615-372-2425
E-mail: PCLNPTNC@GL.VerizonWireless.com

CORBA:

Contact: TSI Hotline
Phone: 1-800-892-2888
Fax: 1-813-273-3164
E-mail: Hotline@tsiconnections.com; Subject: Customer#: WLNP

For Wireline Carrier B:

General Contact Information

[contact]

Hours of Operation:

Address:

[contact]

Phone:

Fax:

Trouble Reporting Contact Information

Trouble Area:

ICP/General Trouble Reporting

Phone:

Fax:

E-mail:

Disaster Recovery

Contact:

Phone:

Fax:

E-mail:

CORBA:

Contact:

Phone:

Fax:

E-mail:

Note: Each carrier shall make available a Porting Administration Group or Trouble Reporting contact on a 24x7x365 basis.

The Trouble Reporting Contacts may be amended from time to time by a carrier upon providing thirty (30) days' written notice to the other at the General Contact Information set forth in this Part A.

The carriers' contact information contained in this Trading Partner Profile is for the sole purpose of carrier-to-carrier communication and not for distribution to customers and/or end users.

Part C – Trouble Ticket Detail

For Verizon Wireless:

Information Required For Logging Trouble Tickets*

The following may be required for trouble reports:

- Carrier Name;
- Reporting Carrier organization;
- SPID and associated OCN(s);
- Point of Contact Name;
- Point of Contact Number;
- Porting Telephone Number/MDN;
- LRN;
- Time and Date of Port;
- Associated Error Codes;
- Description of Problem; and
- Other relevant data.

For Wireline Carrier B:

Information Required For Logging Trouble Tickets*

The following is proposed information for trouble reports:

- Carrier Name;
- Reporting Carrier organization;
- SPID and associated OCN(s);
- Point of Contact Name;
- Point of Contact Number;
- Porting Telephone Number/MDN;
- LRN;
- Time and Date of Port;
- Associated Error Codes;
- Description of Problem; and
- Other relevant data.

*Each carrier shall make available a Porting Administration Group or Trouble Reporting contact on a 24x7x365 basis.

The carriers contact information contained in this Trading Partner Profile is for the sole purpose of carrier-to-carrier communication and not for distribution to customers and/or end users.

Part D – Porting Validation Standards

For Verizon Wireless:

Information Required For Post-Paid Port Validation:

1. Billing Last Name
2. Business Name if no information for Billing Name
3. Five Digit Zip Code
4. SSN/Tax ID Number
5. Account Number if no SSN or Tax ID
6. Porting Telephone Number

Information Required for Pre-Paid Port Validation:

1. Porting Telephone Number
2. Password/PIN

For Wireline Carrier B:

Information Required For Post-Paid Port Validation:

Information Required for Pre-Paid Port Validation:

Note: Other than those mandatory data items set forth in Section 3.3.1 of the WICIS, the above shall be the only information which may be utilized by a carrier to this Trading Partner Profile to validate a port request for post-paid numbers. "Delay" or "denial" of ports between the carriers shall occur only in the event a carrier is unable to complete the validation of those validation elements expressly set forth above. Once validated, the Carriers shall be obligated to complete the porting transaction. Any variations or proposed changes in the agreed data fields noted above shall be communicated to the other carrier at the information provided in Part B.

Part E – Affiliate Lists

For Verizon Wireless:

Allentown SMSA Limited Partnership d/b/a Verizon Wireless
By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner

Anderson CellTelCo d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Athens Cellular, Inc. d/b/a Verizon Wireless

Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless

Bell Atlantic Mobile of Rochester, LP d/b/a Verizon Wireless
By Upstate Cellular Network, Its General Partner
By Cellco Partnership, Its General Partner

Binghamton MSA Limited Partnership d/b/a Verizon Wireless
By NYNEX Mobile of New York Limited Partnership, Its General Partner
By Upstate Cellular Network, Its General Partner
By Cellco Partnership, Its General Partner

Bismarck MSA Limited Partnership d/b/a Verizon Wireless
By Cellular Inc. Network Corporation, Its General Partner

Boise City MSA Limited Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

California RSA No. 4 Limited Partnership d/b/a Verizon Wireless
By Pinnacles Cellular, Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless

Cellular Inc. Network Corporation d/b/a Verizon Wireless

Chicago 10 MHz LLC d/b/a Verizon Wireless
By Cellco Partnership, Its Sole Member

Chicago SMSA LP d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

CommNet Cellular License Holding LLC d/b/a Verizon Wireless
By Cellular Inc. Financial Corporation, Its Sole Member

CyberTel Cellular Telephone Company d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Dallas MTA, LP d/b/a Verizon Wireless
By Verizon Wireless Texas, LLC, Its General Partner

Danville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Des Moines MSA General Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

Dubuque MSA Limited Partnership d/b/a Verizon Wireless
By Southwestco Wireless, LP, Its General Partner
By Southwestco Wireless, Inc., Its General Partner

Duluth MSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Minnesota, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless
 Fayetteville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Fresno MSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Gadsden CellTelCo Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Gila River Cellular General Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its Managing General Partner
 Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner
 Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of Florence, Alabama Incorporated d/b/a Verizon Wireless
 GTE Mobilnet of Fort Wayne Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana RSA #3 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Indiana RSA #6 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of Terre Haute Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of Texas RSA #21 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner
 GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member
 GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless
 Hamilton Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner
 Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

Idaho RSA 3 Limited Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless
By Illinois SMSA Limited Partnership, Its General Partner
By Cellco Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Indiana RSA #1 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Indiana RSA 2 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Iowa 8 – Monona Limited Partnership d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

Iowa RSA 5 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Iowa RSA 10 General Partnership
By Cellco Partnership d/b/a Verizon Wireless, Its Manager

Iowa RSA No. 4 Limited Partnership d/b/a Verizon Wireless
By GTE Wireless of the Midwest Incorporated, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

Missouri Valley Cellular, Inc. d/b/a Verizon Wireless
By CommNet Cellular, Inc., Its Managing Agent

Modoc RSA Limited Partnership d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

Muskegon Cellular Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

NC-2 LLC d/b/a Verizon Wireless

New Hampshire RSA 2 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless
By GTE Mobilnet of the Southwest LLC, Its General Partner
By Cellco Partnership, its Sole Member

New Mexico RSA 6-I Partnership d/b/a Verizon Wireless
By GTE Mobilnet of the Southwest LLC, Its General Partner
By Cellco Partnership, Its Sole Member

New Mexico RSA No. 5 Limited Partnership d/b/a Verizon Wireless
By GTE Mobilnet of the Southwest LLC, Its General Partner
By Cellco Partnership, Its Sole Member

New Par d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

New York RSA 2 Cellular Partnership d/b/a Verizon Wireless
By Upstate Cellular Network, Its General Partner
By Cellco Partnership, Its General Partner

New York RSA No. 3 Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 New York SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 North Dakota 5 - Kidder Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless
 By AirTouch North Dakota, LLC, Its General Partner
 Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Northern New Mexico Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner
 Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 NYNEX Mobile Limited Partnership 1 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 NYNEX Mobile Limited Partnership 2 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 NYNEX Mobile of New York, LP d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Olympia Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Omaha Cellular Telephone Company d/b/a Verizon Wireless
 By AirTouch Nebraska, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless of the East LP, Its General Partner
 By Verizon Wireless of Georgia LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsfield Cellular Telephone Company d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent

Portland Cellular Partnership d/b/a Verizon Wireless
 By Celco Partnership, Its General Partner
 Pueblo Cellular, Inc. d/b/a Verizon Wireless
 Redding MSA Limited Partnership d/b/a Verizon Wireless
 By Sacramento Valley Limited Partnership, Its General Partner
 By AirTouch Cellular, Its General Partner
 Rockford MSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 RSA 7 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Iowa RSA 7, LLC, Its Managing Partner
 By Celco Partnership, Its Sole Member
 Sacramento Valley Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 San Antonio MTA, L.P. d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner
 San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Sanborn Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Sangre De Cristo Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Seattle SMSA Limited Partnership d/b/a Verizon Wireless
 By Celco Partnership, Its General Partner
 Sioux City MSA Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner
 Smoky Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 Southern & Central Wireless, LLC d/b/a Verizon Wireless
 By Celco Partnership, Its Sole Member
 Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Southwestco Wireless LP d/b/a Verizon Wireless
 By Southwestco Wireless Inc., Its Managing Partner
 Spokane MSA Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Springfield Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Joseph CellTelCo d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Celco Partnership, Its General Partner
 Syracuse SMSA Limited Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Celco Partnership, Its General Partner
 The Great Salt Flats Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Celco Partnership, Its Sole Member
 Topeka Cellular Telephone Company, Inc. d/b/a Verizon Wireless

Tuscaloosa Cellular Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Upstate Cellular Network d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Utah RSA 6 Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
 Verizon Wireless of the East LP d/b/a Verizon Wireless
 By Verizon Wireless of Georgia LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Verizon Wireless Personal Communications LP d/b/a Verizon Wireless
 Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Vermont RSA Limited Partnership d/b/a Verizon Wireless
 By NYNEX Mobile Limited Partnership 1, Its General Partner
 By Cellco Partnership, Its General Partner
 Virginia RSA 5 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Virginia 10 RSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Washington, DC SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Waterloo MSA Limited Partnership d/b/a Verizon Wireless
 By Southwestco Wireless LP, Its General Partner
 By Southwestco Wireless Inc., Its General Partner
 Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

For Wireline Carrier B:

[Wireline Carrier B to insert its affiliates list here]

**LOCAL NUMBER PORTABILITY (LNP) – LOCATION ROUTING NUMBER (LRN)
SERVICE AGREEMENT**

THIS LOCAL NUMBER PORTABILITY LNP – LRN SERVICE AGREEMENT (the "Agreement") is entered into between Verizon North Inc., Verizon California Inc, and GTE Southwest Incorporated d/b/a/ Verizon Southwest (hereinafter referred to collectively as "VERIZON") and Leaf River Telephone Company (herein referred to collectively as "Customer"). Customer and Verizon are sometimes referred to collectively as the "Parties" or individually as a "Party".

In consideration of the following mutual promises and covenants, the Parties agree as follows:

ARTICLE 1 – SERVICES

- 1.1 Purchase. Customer desires to purchase and Verizon desires to sell to Customer Local Number Portability - Location Routing Number Service -LRN Service (Service), which allows N-1 carriers to arrange in advance to query, via the SS7 network, Verizon's (LRN) database for transport and completion of calls terminating to telephone numbers within ported NPA/NXX codes as described in Exhibit A. Customer must interconnect with Verizon's SS7 network by purchasing SS7 services in accordance with Verizon's Tariff FCC 1, FCC 11, FCC 14, or FCC 16 or other Agreements as applicable. Prices, terms and conditions for such associated SS7 services are not governed by this Agreement. Service under this Agreement is subject to availability from one or more of the Verizon parties at Verizon's sole discretion. LNP -LRN rates include charges listed in Attachment 1 of this Agreement.

ARTICLE 2 – SS7 INTERCONNECTION

- 2.1 SS7 Transmission Facilities. Customer shall be responsible for interconnection with Verizon's SS7 network by purchasing the SS7 services required by Verizon. Any facilities connected to Verizon's SS7 network as well as any SS7-based queries transmitted by Customer will comply with the industry standards for such facilities. Customer shall be responsible for any other facilities connecting Customer to Verizon's infrastructure.

ARTICLE 3 – OPERATIONS ISSUES

- 3.1 Overload Controls. Customer agrees to threshold automatic overload controls to protect Verizon's SS7 network during abnormal traffic volumes. Manual overload call controls invoked to protect individual networks for emergency restoration shall be reported to affected networks in accordance with the Federal Communications Commission (FCC) or other regulatory body guidelines, if established, or otherwise in accordance with industry guidelines, but in any case as soon as possible after activation. Automatic network call control threshold values shall be shared upon written request by either Party if the sharing of said information does not violate other contractual agreements or regulatory requirements. Automatic network control thresholds shall be in compliance with applicable national standards.
- 3.2 Network Utilization. Verizon shall provide Customer an initial warning notification when Customer's network utilization reaches twenty-five percent (25%). Verizon shall provide Customer a critical warning notification when Customer's network utilization reaches thirty-two percent (32%). Customer agrees to implement a network augmentation plan within thirty (30) calendar days of the critical warning notification.

- 3.3 Network Augmentation. Notwithstanding the notification guidelines in 3.2 above, upon reaching 20% utilization, augmentation of links can occur upon mutual agreement between Verizon and Customer.
- 3.4 Report of Outage. Verizon shall make commercially reasonable efforts to give Customer a copy of Verizon's abnormal condition report within forty-eight (48) hours after the occurrence of any significant outage or severe degradation of service on Verizon's SS7 network if such a condition materially affects the Service. For the purpose of this Article, "significant outage or severe degradation of service" shall mean the total loss of Service performance.
- 3.5 Compatibility Testing. If required by Verizon, Customer agrees to cooperate in certification testing to ensure proper interconnection of network facilities for accurate transmission of system signals and messages in accordance with industry-standard specifications.

ARTICLE 4 - LEGISLATIVE AND REGULATORY REQUIREMENTS

- 4.1 Service Basis. The Service is non-tariffed and is provided pursuant to the terms and conditions of this Agreement and applicable law. Should a conflict exist between the provisions contained in this Agreement and applicable law, the provisions of applicable law shall prevail. If the non-tariffed Service becomes tariffed, Customer has the right to terminate this Agreement upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.
- 4.2 Law, Rule, or Regulation. If either Party is required to change its manner of doing business in order to comply with applicable federal, state or local laws, regulatory agency orders, rules or regulations, or judicial orders or decisions and Verizon incurs any increased cost by virtue thereof, Verizon may increase the charges set forth in Attachment 1 or 2 as necessary to offset such increased costs. Verizon shall provide Customer sixty (60) calendar days' written notice of such increase. Customer may terminate this Agreement effective on the date of the price increase by providing written notice to Verizon thirty (30) calendar days prior to the effective date of the price increase. In the event that applicable federal, state or local laws, regulatory agency orders, rules or regulations, or judicial orders or decision prohibit or substantially interfere with Verizon's performance under this Agreement, Verizon shall have the right to terminate this Agreement, and Verizon shall reimburse Customer, as Customer's sole and exclusive remedy, for the cost of relocating Customer's SS7 links to an alternate vendor that provides a service similar to that provided by Verizon pursuant to this Agreement.
- 4.3 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the Parties may negotiate replacement language or either Party may terminate the Agreement upon delivery of written notice to the other Party.
- 4.4 Regulatory Filing. If under applicable law this Agreement or notice thereof must be filed with, and/or approved by a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to the jurisdiction having such requirements until such filing and/or approval have occurred.
- 4.5 Release and Reservation of Rights. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demand, or suit to perform under this

Agreement should any regulatory body or court find the existing terms of this Agreement to be illegal, unenforceable or against public policy. By entering into this Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of or in opposition to any position. Each Party expressly reserves all its rights in connection with such matters.

ARTICLE 5 – TERM AND TERMINATION

- 5.1 Effective Date. This Agreement shall become effective on the date this Agreement is fully executed. This Agreement and Exhibits shall continue in effect for one (1) year (the "initial term"). After the initial term, this Agreement and Exhibits will continue in effect until either Party gives the other Party at least ninety (90) calendar days' prior written notice of termination of the Agreement or designated Exhibits.
- 5.2 Termination Date. Notwithstanding any other provision hereof, Verizon may terminate this Agreement or designated Exhibit to this Agreement:
- 5.2.1 For failure to pay an invoice within sixty (60) calendar days after the date due and such default is not cured within thirty (30) calendar days after Verizon gives Customer written notice thereof.
- 5.2.2 For use of the Service for a purpose not authorized in this Agreement.

ARTICLE 6 – BILLING AND PAYMENT

- 6.1 Bill. Verizon shall bill Customer each month for the preceding month's usage. Payment to Verizon for bills rendered to Customer shall be due thirty (30) calendar days after receipt of the invoice. Beginning the day after the due date of the bill, interest charges consistent with those applied by Verizon for overdue SS7 services or the maximum allowed by law, whichever is less, shall be added to Verizon's bill for undisputed amounts that are overdue. Payments shall be applied to the oldest outstanding amounts first.
- 6.2 Price Changes. The rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Agreement, except with respect to any pricing charges or adjustments that may occur pursuant to the terms of this Agreement or any Exhibit or Attachment. Thereafter, Verizon shall give Customer sixty (60) calendar days' prior written notice of any price change. If the new prices are not acceptable to Customer, Customer may terminate this Agreement upon thirty (30) calendar days' advance written notice without penalties for either Party. If Customer does not elect to terminate, the price change shall be reduced to writing in the form of an amendment to this Agreement.
- 6.3 Right to Dispute. Customer has the right to dispute any amount invoiced and paid and must notify Verizon in writing of any dispute within sixty (60) calendar days of the receipt of such invoice or the dispute shall be waived. Any adjustments relating to a disputed amount shall be reflected on the next invoice issued after resolution. Beginning the day after the due date of the original bill, interest charges consistent with those applied by Verizon for overdue SS7 services or the maximum allowed by law, whichever is less, shall be added to Verizon's bill for unpaid disputed amounts resolved in favor of Verizon. Payments shall be applied to the oldest outstanding amounts first. Disputes between Customer and Verizon with respect to this

Agreement shall be settled in accordance with the provisions set forth in Article 11 Dispute Resolution.

ARTICLE 7 – PROPRIETARY INFORMATION

- 7.1 Proprietary Information. The Parties acknowledge that, in connection with the Service, they will have in their possession various forms of information which may be proprietary to one Party or the other or both ("Proprietary Information"), which may also include information that is proprietary or confidential to third parties or end users.
- 7.2 Marking. Proprietary Information will be marked "Confidential" or "Proprietary" or in some similar fashion, provided that information concerning end users that is otherwise protected by statute need not be so marked. Orally disclosed information will be treated as Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the Receiving Party with a statement or marking of confidentiality within thirty (30) calendar days after oral disclosure.
- 7.3 Handling of Proprietary Information. Proprietary Information of one Party ("Disclosing Party") that is possessed by the other Party ("Receiving Party") shall be held in confidence by the Receiving Party and its employees, contractors or agents; shall not be disclosed to third parties, shall be used by the Receiving Party only for the purpose of performing its obligations under this Agreement and may be used or disclosed for other purposes only upon such terms and conditions as may mutually be agreed by the Parties in writing.

The Receiving Party will give notice to the Disclosing Party of any demand to disclose Proprietary Information of the Disclosing Party to another person, prior to disclosing or furnishing the Proprietary Information; and the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to comply with the requirements of a statute, court, regulatory body or government agency having jurisdiction over the Receiving Party; provided that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure and shall comply with protective arrangements provided by any such court, regulatory body, or governmental agency. Nothing requires either Party to support the position of any person or entity as to whether any particular information is Proprietary Information under this Agreement.

- 7.4 Notwithstanding the above, the Receiving Party shall have no obligation to prevent disclosure of the Proprietary Information if it:
- 7.4.1 Is already known to the Receiving Party prior to disclosure by the Disclosing Party;
 - 7.4.2 Is or becomes publicly known through publication or otherwise and through no wrongful act of the Receiving Party;
 - 7.4.3 Is received from a third party without similar restriction and without breach of this Agreement;
 - 7.4.3.1 Is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights;
 - 7.4.3.2 Is approved for release by written authorization of the Disclosing Party.

- 7.5 This provision shall not be construed to prohibit (a) disclosures by either Party to any of its end user customers, at their request, any information in such Party's possession regarding such user, or (b) use by Verizon of Proprietary Information obtained through recording the volume of Customer usage for estimation of facilities usage for jurisdictional separations, engineering, network planning and administration of facilities, or measurement for billing purposes.
- 7.6 Nothing set forth in this Agreement shall bar any Party from disclosing this Agreement or its terms in order to comply with applicable law, including, but not limited to, 47 U.S.C. 272.

ARTICLE 8 – INDEMNITY

- 8.1 Subject to the limitations contained in this Agreement, each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorneys' fees) to third parties, relating to or arising out of negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors in the performance of this Agreement. In addition, the Indemnifying Party shall, to the extent of its negligence or willful misconduct, defend any action or suit brought by a third party against the Indemnified Party for any loss, cost, claim, liability, damage and expense relating to or arising out of negligence or willful misconduct by the Indemnifying Party, its employees, agents or contractors, in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this paragraph and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party shall not be liable under this subparagraph for settlements by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.
- 8.2 Customer acknowledges that the one hundred percent (100%) redundant network design for the Service ensures an industry-standard level of reliability against simultaneous network failure. Customer understands that simultaneous network failure can occur, and Customer agrees to release, defend, indemnify and hold harmless Verizon from and against any and all losses, damages or other liability, including reasonable attorney's fees, arising from such an event unless the outage or network failure results from Verizon's gross negligence or willful misconduct.

ARTICLE 9 – LIMITATION OF LIABILITY

- 9.1 Loss or Damage. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY THE OTHER OR BY ANY THIRD PARTY BY REASON OF:
- 9.1.1 DEFECTS OR MALFUNCTIONS IN THE HARDWARE OR SOFTWARE PROVIDED BY CUSTOMER TO ACCESS SERVICES;
- 9.1.2 ERRORS MADE BY CUSTOMER'S PERSONNEL IN CONNECTION WITH ACCESSING, MAINTAINING OR VIEWING SERVICES; OR

9.1.3 DEFECTS OR MALFUNCTIONS IN ANY SERVICES OR FACILITIES, HARDWARE OR SOFTWARE USED BY VERIZON INTEREXCHANGE CARRIERS, LOCAL CARRIERS, OR OTHERS TO PROCESS OR FACILITATE SERVICES.

9.2 Loss of Revenue or Profit. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT BY ANY THIRD PARTY OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE SERVICES INFRASTRUCTURE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT WHICH IS SUFFERED BY ANY SUCH THIRD PARTY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. WITH RESPECT TO CLAIMS ARISING OUT OF THE PROVISION OF THE SERVICES UNDER THIS AGREEMENT, EITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICES PROVIDED. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SERVICES, DELAY, OR LOSS OF DATA, PROFITS, OR GOODWILL. CUSTOMER AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF ADVICE, RECOMMENDATIONS, AND ANALYSES PROVIDED BY VERIZON IN CONNECTION WITH THE SERVICE. THE PARTIES EXPRESSLY AGREE THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.3 Liability of Verizon companies. A Verizon company shall not be liable for any act or omission of any other Verizon company or third party, including another Verizon company. The liability of a Verizon company shall be limited in accordance with the other terms of this Agreement and shall apply only to the acts or omissions of such Verizon company, its employees, contractors, and agents.

9.4 Action. No action arising out of this Agreement may be brought by either Party against the other Party more than one (1) year after the cause of action has occurred. Failure to make such a claim shall bar the complaining Party from instituting a case or action before a judicial or regulatory body. Claims for indemnity under Article 8 shall not be limited by the one (1) year limitation provided but shall be governed by the appropriate statutory limitation of actions.

ARTICLE 10 – FORCE MAJEURE

10.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, including, but not limited to, acts of civil or military authority, government relations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, nuclear accidents, strikes, extended power blackouts, natural disasters such as earthquakes, floods, volcanic action, unusually severe weather conditions or other major environmental disturbances, inability to secure transportation facilities, software products or services of other persons or acts or omissions of transportation or communications common carriers, or legal and/or regulatory constraints affecting either of the Parties hereto in performing their obligations hereunder. If such contingency occurs, the Party delayed or unable to perform shall give reasonable notice to the other Party.

ARTICLE 11 – DISPUTE RESOLUTION

- 11.1 Alternative to Litigation. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 11.2 Negotiations and Arbitration. At the written request of a Party, each Party will appoint a knowledgeable, responsible non-lawyer business representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. If the negotiations do not resolve the dispute within sixty (60) calendar days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be as agreed by the Parties. The arbitration hearing shall be commenced within sixty (60) calendar days of the demand for arbitration. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents including research and reproduction costs. The Parties shall equally split the fees of the arbitration and the arbitrator.

ARTICLE 12 – MISCELLANEOUS

- 12.1 This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the Service.
- 12.2 Submission of this Agreement for examination or signature does not constitute an offer by Verizon for the provision of the Service. This Agreement will be effective only upon execution and delivery by both Verizon and Customer.
- 12.3 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the day and year last written below.

LEAF RIVER TELEPHONE COMPANY

GTE SOUTHWEST INCORPORATED d/b/a
VERIZON SOUTHWEST, AND VERIZON
CALIFORNIA INC. AND VERIZON NORTH INC.

By: _____

By: _____

Name: Katherine L. Barney

Name: John Ridgeway

Title: President

Title: Director – Marketing Services

Date: _____

Date: _____

EXHIBIT A
LOCAL NUMBER PORTABILITY
LRN SERVICE

ARTICLE 1 - SERVICE DESCRIPTION

- 1.1 Description. - Location Routing Number Service (LRN Service) allows N-1 carriers to arrange in advance to query, via the SS7 network, Verizon's location routing number (LRN) database for transport and completion of calls terminating to telephone numbers within ported NPA/NXX codes.
- 1.2 Process. - When Customer is transporting a call to a telephone number within a ported NPA/NXX code, LRN Service permits Customer to launch an LNP query over the SS7 network to Verizon's STP/SCP which will perform the query of Verizon's LNP Database for Customer. If the called number is ported, then the Verizon LNP query will return the LRN to Customer, and Customer may then route the call. If the called number is not ported, then the Verizon LNP query will return the called number, and Customer may then route the call. In addition, LRN Service will support queries for Alternate Billed Services (ABS), e.g., queries to validate calling card, collect and third-party billing.
- 1.3 LRN/MRS Function. - LRN Service provides the capability to determine, on the call originating end, whether a number has been ported and the identity of the ported-to LIDB, prior to Customer sending the Transaction Capabilities Application Part (TCAP) message (LIDB query for ABS and Calling Name Delivery (CNAM) to the terminating location. This function prevents TCAP looping on ported numbers and the potential of message/call failure.

ARTICLE 2 - RATES AND CHARGES

- 2.1 Customer agrees to pay the rates and charges set forth in Attachment 1 for the LRN Services specified in this Exhibit A. Customer must notify Verizon in writing of its commitment to a three-year term to get the lower rate in Attachment 1. The pricing will be in effect for the term set forth in the Principal Agreement Article 5, commencing upon initial activation of the LRN Services in accordance with this Exhibit A. Verizon will bill Customer monthly at the specified rates and charges, based upon the term selected and the number of monthly queries Customer sends to Verizon's LNP databases.

ARTICLE 3 - RESPONSIBILITIES OF VERIZON

- 3.1 Managing the Network. - Verizon is responsible for managing its SS7 network utilized for the LRN Service. Verizon shall use commercially reasonable efforts to apply protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of Verizon or Customer facilities due to natural disasters, mass calling or security demands on a national, state or local level. Verizon shall maintain records of LRN information in its database as specified in applicable Telcordia standards as referenced in Section 3.2, Performance Standards. Verizon will update the LRN information in its database within a commercially reasonable time of receipt of a download from the applicable Regional Number Portability Administration Center/Service

Management System (NPAC/SMS) database(s). The LRN data provided to Customer will be of the same content, format, and quality as used by Verizon in providing LRN Service to any other Verizon customer receiving LRN Service.

- 3.2 Performance Standards. - Verizon is responsible for meeting service performance standards as outlined in ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of Functions for Signaling System 7 Network Interconnections (ATIS); and Telcordia TR-NWT-001188 except as otherwise provided herein.

ARTICLE 4 - RESPONSIBILITIES OF CUSTOMER

In addition to any obligations of Customer identified in the Agreement and this Service Attachment, Customer shall be responsible for the following:

- 4.1 Signaling Link. - Customer shall provision the SS7 signaling links from its premises to the agreed-upon Verizon STP pair in a manner technically compatible with the Verizon network.
- 4.2 Accuracy of Information. - Customer shall verify the accuracy of information provided to Verizon concerning the LRN Service ordered by Customer.
- 4.3 Automatic Code Gapping. - Customer shall support Automatic Code Gapping responsibilities, as specified in Telecordia document GR2936-CORE, for query origination. To the extent that Customer's network does not currently support Automatic Code Gapping, Customer agrees to make necessary modifications to their network to support such controls within two years of execution of Agreement
- 4.4 Customer SS7 Network Interconnection Requirements. - Customer shall provide Verizon with the following:
- 4.4.1 SS7 point codes of every SSP node launching an LNP query to Verizon's SCP (except as provided in Sections 5.2 and 5.3);
- 4.4.2 SS7 subsystem number Customer will use for LNP;
- 4.4.3 STP location, identity and alias point code where Customer requires Verizon's LNP query response to be sent;
- 4.4.4 Name and phone number of a Customer employee responsible for support of LNP service regarding SS7 network operations.
- 4.5 Forward Call Indicator. - After Verizon responds to the query launched by Customer, Customer shall assure that the Forward Call Indicator (FCI) is set to indicate that the call has been queried for the LRN.
- 4.6 SS7 Translation Type. - Customer will use SS7 Translation type 11 for LNP.
- 4.7 Service Order Administration. - Customer is responsible for its Service Order Administration (SOA) requirements, if any, including end-user Customer data input through the SOA to the applicable NPAC/SMS database(s).

ARTICLE 5 - NETWORK INTERCONNECTION

- 5.1 Interconnection. - Customer may utilize either the Verizon SS7 network Signaling Point Code (SPC) or its own SPC for interconnection purposes when interconnecting its SPC or SSPs at the "A" Link level. Customer shall utilize its own SPC when interconnecting its STP at the "B" Link level. Customer agrees to obtain its own initial SPC if it intends to utilize its own STPs during the term of the Advanced Services Agreement.
- 5.2 SPC. - When a Verizon SPC is utilized, Verizon shall be responsible for SPC assignment to Customer. When Customer obtains its own SPC, Customer shall be responsible for code assignments and shall be responsible for notifying Verizon and other Common Channeling Signaling (CCS)/SS7 network providers of such assignments.
- 5.3 SPC Change. - Due to the complexities and potential signaling network downtime required for changing working SPCs, Customer agrees to give Verizon advance written notice of an SPC change as soon as possible, but no later than thirty (30) days prior to the effective date of the SPC change.
- 5.4 Interconnection Testing. - Customer and Verizon will develop a mutually agreeable network interconnection test plan which will integrate the guidelines set forth in the Network Interconnection Interoperability Forum LNP Interconnection Testing Document issued by the Alliance for Telecommunications Industry Solutions, as periodically updated, as well as the following ANSI Specification documents:
- 5.4.1 T1.234 - Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS);
 - 5.4.2 T1.235 - Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS); and
 - 5.4.3 T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS).

Any forthcoming industry standards on LNP interconnecting testing will also be implemented.

ARTICLE 6 - DATABASE INFORMATION OWNERSHIP

Customer acknowledges that Verizon does not own the database information contained in Verizon's LNP Database, and Customer releases and holds Verizon harmless from any damages Customer sustains by reason of its receiving information from such Database. Customer acknowledges that the ported number data is only as accurate as the data that exists in the applicable regional NPAC/SMS records as input by service providers and providers of telecommunications related services. Therefore, Customer agrees that in addition to the Limitation of Liability set forth in the Principal Agreement, Verizon shall not be liable for inaccuracies in the ported number information provided to Customer, except to the extent that such inaccuracies are caused by Verizon's willful or wanton misconduct or gross negligence.

ARTICLE 7 - CUSTOMER WARRANTIES

Customer understands that it may receive LRN Service only in such Regions and during such time as it has a valid NPAC/SMS User Agreement in place with the Local Number Portability Administrator(s) (LNPA) for those Regions. Accordingly, Customer represents and warrants that it currently has valid and fully executed NPAC/SMS User Agreement(s) with LNPA(s) for the Regions identified in Attachment 2. Customer agrees that it will immediately provide VERIZON written notification of termination of any NPAC/SMS User Agreement that it has with LNPA(s). Upon such notification from Customer or LNPA(s), VERIZON may immediately terminate the provision of LRN Services to Customer for the affected Regions.

ARTICLE 8 - USE OF LNP DATA

In accordance with the Proprietary Information Article of the Principal Agreement, the Parties agree that all information received by Customer in response to an LNP query (LNP Data) constitutes Proprietary Information. Further, Customer agrees that LNP Data shall not be:

- 8.1 used by Customer other than for the purpose of routing, rating, or billing calls or performing network maintenance in connection with the provision of telecommunications services;
- 8.2 disclosed, sold, assigned, leased or otherwise provided to any third party (other than the rightful owner of such data), except as provided for by law or rule, regulation or order of the FCC or other regulatory agencies having jurisdiction over LNP; or
- 8.3 commercially exploited.

**LOCAL NUMBER PORTABILITY - LRN SERVICE
RATES AND CHARGES**

Volume Discount Schedule

Base Price \$0.00092

	<u>Query Per Month</u>	<u>Query Per Year</u>	<u>1 Yr. Term Query Discount</u>	<u>New Price</u>	<u>3 Yr. Term Query Discount</u>	<u>New Price</u>
Equal to/greater than 24,000,000	24,000,000	288,000,000	2%	0.000900	5%	0.000876
Equal to/greater than 36,000,000	36,000,000	432,000,000	9%	0.000840	11%	0.000816
Equal to/greater than 48,000,000	48,000,000	576,000,000	30%	0.000644	32%	0.000626
Equal to/greater than 54,000,000	54,000,000	648,000,000	51%	0.000448	53%	0.000430

Billing Name and Address:

Contact Name and Number:

LOCAL NUMBER PORTABILITY - LRN SERVICE
LRN SERVICE ACTIVATION LOCATIONS

LOCATION	REGION	DATE
EXAMPLE:		
Los Angeles	West Coast	7/31/98

Porting Questionnaire with Verizon Wireless

Carrier Name:

Completed by:

Date:

1. Name of point of contact (within your company)
 - a. Phone number
 - b. Fax number
 - c. E mail address
2. Name of back up or secondary contact (within your company)
 - a. Phone number
 - b. Fax number
 - c. E mail address
3. Hours of operation
4. Observed holidays
5. Mailing address
6. Please provide the SPID(s) associated with you company.
7. Is your company associated with or a subsidiary of any other companies? If so, which companies and SPIDS
8. How should Verizon Wireless submit a port request or LSR to your company?
Fax? Email?

9. What is your turnaround for port requests (3,4 or 5 days)?
10. If fax, does the company utilize TSI?
- a. If not, please provide the fax number
 - b. If multiple SPID's are involved, do the requests go to the same fax or different numbers?
 - c. If multiple fax numbers, please provide a list with SPID and corresponding fax number.
 - d. Are different areas (or regions) covered by different SPIDs (i.e. Northeast US covered by SPID 1234, Southeast US covered by SPID 5678, etc)?
11. If E Mail, please provide e-mail address(es).
- a. If multiple SPID's are involved, do the requests go to the same e-mail address or different addresses?
 - b. If multiple addresses, please provide a list with SPID and corresponding e-mail addresses.
 - c. Are different areas (or regions) covered by different SPIDs (i.e. Northeast US covered by SPID 1234, Southeast US covered by SPID 5678, etc)?
12. If requests are to be sent by any other method, please provide instructions in detail.
13. What LSOG (LSR) version does the company use?
14. Does the company have a template of the LSR, EUI and NP forms showing your required fields and format?
- a. If yes, can the company provide a copy?
 - b. If not, can someone go thru a form, line by line, with us to verify properly prepared forms are submitted?
15. Does your company resell numbers to other carriers (type one)?

a. If yes:

What companies?

What are their SPIDs?

Any specific NPA-NXX?

Do you have any contact information for these companies?

b. Does your company or has your company purchased numbers from other carriers?

16. Is the company willing to test with Verizon Wireless?

Any additional comments:

Please return completed form and any attachments to me via fax at 615-372-2382 or via e-mail at Nilda.Penn@verizonwireless.com

End User
Service Request**Administrative Section**PON VER ATN PG OF **Location and Access Section**LOCNUM NAME NCON AFT SAPR SANO SASF SASD SASN SATH SASS LD1 LV1 LD2 LV2 LD3 LV3 AAI CITY STATE ZIP CODE LCON TELNO ACC WSOP CPE MFR CPE MOD ELT B**Bill Section**EATN

End User
Service Request

038225

Administrative SectionPON VER ATN PG OF **Disconnect Information**DNUM DISC NBR TERS TC OPT TC TO PRI TC TO SEC TC PER TCID TC NAME TCID TC NAME TC TO SEC TCID TC NAME TCID TC NAME TC TO SEC TCID TC NAME TCID TC NAME DNUM DISC NBR TERS TC OPT TC TO PRI TC TO SEC TC PER TCID TC NAME TCID TC NAME TC TO SEC TCID TC NAME TCID TC NAME TC TO SEC TCID TC NAME TCID TC NAME

Local Service
Request (LSR)

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Administrative Section

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Local Service
Request (LSR)**Administrative Section**PON VER ATN PG OF **Bill Section**BAN1 BAN2 EBP VTA **Contact Section**INIT TELNO FAX NO IMPCON TELNO (IMPCON) DSGCON DRC TELNO (DSGCON) FAX NO (DSGCON) ATR **Remarks**

Number Portability
Service Request

0 2 4 1 3 6

Administrative SectionPON VER ATN PG OF **Service Detail Section**LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG LNUM LNA PORTED NBR NPT RTI NPTG



November 20, 2003

LEAF RIVER TELEPHONE CO.
K BARNEY
102 W 2ND STREET
LEAF RIVER, IL 61047

Enclosed is the Bona Fide Request (BFR) form in acceptance with the provisions of the FCC mandate to provide long-term deployment of Local Number Portability. The purpose of this letter is to request provisioning of LNP in areas where LEAF RIVER TELEPHONE CO. is licensed to do business.

The attached BFR identifies the area by cellular/PCS market name that must be opened for porting by May 24, 2004. Please review this form, validate that LEAF RIVER TELEPHONE CO. is responsible for the identified market and confirm the date by which these switches will be LNP capable. Please confirm receipt of this request within 10 days.

If you have any additional questions or concerns, you can contact me at the number below or at lpaarfusser@uscellular.com.

Sincerely,

Lisa Paarfusser
Manager-Interconnect
(773) 399-4985 – Desk
(773) 399-4123 – Fax

Bonafide Request Form (BFR)

Purpose: This form is used to request deployment of long-term Local Number Portability as defined in the FCC mandates (CC Docket 95-116). Specifically, this form requests that All codes be opened for portability within the Metropolitan Statistical Areas and wireline rate centers designated below. This form may be used for both wireless and wireline requests.

TO (RECEPIENT):

Company Name: LEAF RIVER TELEPHONE CO.
Company Contact: K BARNEY
Company Address: 102 W 2ND STREET
LEAF RIVER, IL 61047

Contact's Email:
Contact's Fax:
Contact's Phone:

FROM (REQUESTOR):

Company Name: U.S. CELLULAR
Company Contact: Lisa Paarfusser
Company Address: 8410 W. Bryn Mawr Ave., #700
Chicago, IL 60631

Contact's Email: lpaarfusser@uscellular.com
Contact's Fax: (773) 399-4123
Contact's Phone: (773) 399-4281

Timing:

Date of Request: 11/24/2003
Receipt Confirmation Due By: 12/10/2003 (Due no later than 10 days after the Date of Request)
Effective Date: 5/24/2003 (Not less than 6 months from the Date of Request)

Designated Metropolitan Statistical Areas (MSAs):

Note: MSAs refer to the U.S. Census Bureau MSAs. These may differ from the MSAs as separately defined by the wireless or wireline industries:

Market: IL01

Rate Center: LEAF RIVER, IL

Actions Required of the Recipient:

1. Within 10 days of receipt, provide confirmation to the requestor that this form has been received.
2. For all currently released codes, and those to be released at any future time, within the designated U.S. Census Bureau MSAs and wireline rate centers (where applicable), open all for porting within the LERG.
3. For all currently released codes, and those to be released at any future time, within the designated U.S. Census Bureau MSAs and wireline rate centers (where applicable), open all for porting within the NPAC (Number Portability Administration Center).
4. Ensure that all switches handling codes within the designated MSAs are Local Number Portability capable.



Scott R. Freiermuth
Attorney
Law & Regulatory Affairs

Sprint PCS
6450 Sprint Parkway
Overland Park, KS 66251
KSOPHN0212
Voice 913 315 8521
srfre02@sprintspectrum.com

February 23, 2004

Dear Sir or Madam:

The purpose of this letter is to request cooperation from your Company to complete a "Trading Partner Profile" so that our two companies may begin to port telephone numbers in accordance with federal law and Federal Communications Commission (FCC) rules and orders. Failure to provide this basic contact and connectivity information will prevent porting between our two companies, and Sprint PCS is prepared to notify the FCC of continued recalcitrance.

Sprint PCS recognizes that many wireline carriers had questioned their obligation to support LEC-wireless porting. The FCC in its November 10, 2003 LNP Order addressing LEC-wireless porting resolved this uncertainty when it unequivocally confirmed the wireline obligation to port numbers to/from wireless carriers.¹ Specifically, the FCC determined that wireline carriers operating within the largest 100 MSAs must support LNP on November 24, 2003 and that wireline carriers operating in areas outside the largest 100 MSAs must support LNP until May 24, 2004.²

The FCC has also confirmed that the information Sprint seeks is reasonable and must be provided, with the FCC explicitly stating that "Sprint's profile information exchange process is an example of the type of contact and technical information that would trigger an obligation to port."³ Additionally, as you are aware, Sprint PCS submitted its BFR to your Company more than six months in advance of the November 24, 2003 start date, and followed-up its BFRs with requests for completion of a Trading Partner Profile in the July/August timeframe.

As such, to the extent your Company operates in areas within the top 100 MSAs, Sprint PCS requests *immediate* submission of your Company's "Trading Partner Profile." If your Company operates in areas wholly outside of the top 100 MSAs, Sprint PCS

¹ See, *In the Matter of Telephone Number Portability*, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116, FCC 03-284 (rel. Nov. 10, 2003).

² On January 16, 2004, however, the FCC granted a limited extension of LNP for certain covered "Two Percent Carriers" that operate in the top 100 MSAs until May 24, 2004. See, *In the Matter of Telephone Number Portability*, Order, CC Docket No. 95-116, FCC 04-12 (rel. Jan. 16, 2003).

³ *Id.* at n.90

requests submission of the "Trading Partner Profile" by March 26, 2004. Attached hereto, Sprint PCS has provided an updated version of its Trading Partner Profile information.

To assist carriers in establishing a porting relationship, Sprint PCS has created a web site, <http://www.sprintpcs.com/carrierwlnp/>, containing electronic versions of the "Trading Partner Profile," Sprint PCS' Operational Agreement, and carrier FAQs. Sprint PCS encourages your Company to use this web site and enter and submit your Trading Partner Profile information electronically. Again, your Company and Sprint must have this basic "Trading Partner Profile" information in order to begin porting. Furthermore, Sprint PCS strongly encourages your Company to enter into an Operational Agreement and to arrange LNP testing with Sprint PCS.

Finally, Sprint wishes to remind its trading partners of their N-1 responsibilities. As you are likely aware, the FCC adopted NANC's recommendation that the N-1 carrier (the carrier in the call routing process immediately preceding the terminating carrier) be responsible for ensuring that databases are queried as necessary to effectuate portability. The N-1 carrier can meet this obligation by either querying the number portability database itself or by arranging with another entity to perform the database queries on behalf of the N-1 carrier. The FCC noted further that if the N-1 carrier does not perform the query, but rather relies on some other entity to perform the query, that other entity may charge the N-1 carrier.⁴

Sprint submits that it is time for all carriers to consider the welfare of their customers and to begin sharing the information needed to implement the new opportunities that will be soon presented to them. We would hope that you agree that establishing the foundation to support seamless porting is in the best interests of all of our customers.

If you have any questions or concerns, please contact Anne Mardick at 913-762-7398 or e-mail us at: SPCSWNPPartners@sprintspectrum.com.

Sincerely,

Scott R. Freiermuth, Esq.

Attachment

⁴ See, *In the Matter of Telephone Number Portability*, Second Report and Order at paras. 73-75 (rel. August 18, 1997).

Peggy Schelling

From: Gary L. Smith [lexsmith@lhoslaw.com]
Sent: Friday, February 27, 2004 12:00 PM
To: Katherine L. Barney
Cc: Maxine Palmer
Subject: LNP



Sprint Letter.pdf

Don't respond to them.

Gary L. Smith
1204 South 4th St.
Springfield, IL 62703
lexsmith@lhoslaw.com
ph 217-789-0500



November 21, 2003

K. Barney
Leaf River Telephone
102 W 2Nd Street
Leaf River, IL 61047

Dear K. Barney,

AT&T Wireless Services, Inc. is requesting provisioning of portability with your company for end users outside the Top 100 MSAs by May 24th, 2004 in accordance with the FCC's Wireless Number Portability Orders.

Enclosed is a Bona Fide Request form with a list of markets *outside the Top 100 MSAs* in which AT&T Wireless Services, Inc. is requesting portability by May 24th, 2004. Please indicate on the form whether each of your switches in the markets on this list in which you operate is LNP capable. If a switch is not currently LNP-capable, pursuant to the FCC's rules and requirements and this Bona Fide Request, you must ensure that your switches in the markets on this list are LNP capable by May 24, 2004.

We request that you complete the attached form and return to the undersigned by December 4th, 2003.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Suzy Nieman

Manager, Carrier Relations
Phone: (425) 580 0845
Fax: (425) 580 8609
Suzanne.nieman@attws.com

AT&T Wireless Services 7277 164th Avenue NE Redmond, WA 98052